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ABSTRACT

Collective bargaining in community colleges has spread throughout the country since 1966 when the first strike occurred in Michigan. Today, around one-third of public community colleges are operating under such agreements. Collective bargaining changes an informal faculty-administration relationship of unequals into a formal one of nearly equal parties. Because many policies and procedures are spelled out in contracts, administrators may be reduced to ministerial functionaries, especially in areas dealing with salaries, working conditions, and welfare provisions. Except for those in the top ranks, administrators have limited influence in the negotiating process. This deterioration of middle-management influence, plus the improvement of the faculty position through collective bargaining, has caused middle-managers as well to seek benefits through the collective bargaining process. Collective bargaining is accentuating the trend toward greater state control by increasing the authority of the state executive branch in all matters subject to negotiation. One must conclude that collective bargaining is here to stay and that most administrators are making adjustments to the new order. Collective bargaining has not destroyed collegiality, and many ways remain for administrators to demonstrate leadership. (MB)

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ERIC JUNIOR COLLEGE RESOURCE REVIEW

June 1979

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# CHANGING ADMINISTRATIVE RELATIONS UNDER COLLECTIVE BARGAINING

by

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Staff Writer

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JUNIOR COLLEGE RESOURCE REVIEW

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# Changing Administrative Relations Under Collective Bargaining

Collective bargaining in community colleges has spread throughout the country at a steady pace since 1966 when the first community college strike occurred in Michigan. Today, around one-third of the public two-year colleges are operating under collective bargaining agreements. These 360 colleges represent almost two-thirds of all postsecondard institutions under contracts. Collective bargaining covers urban, suburban and rural colleges from Alaska to Florida. More than 50 percent of the faculty members are included in collective bargaining agreements.

The most commonly mentioned cause for the greater spread of collective bargaining in the community colleges than in the senior institutions is the low status of collegiality or faculty participation in governance. As late as 1973 Howe stated that the relationship between faculty and administrators "contains no semblance of true peerage" (p. 74). Weston and Others noted in 1978 that administrators perceive collective bargaining as undermining their authority by shifting it to the faculty. The stress laid on the inclusion of a strong, detailed management rights clause in contracts reflects management's fears of this potential shift of authority (Stalcup and Bryant, 1978).

Most administrators accept collective bargaining with reluctance, bowing as gracefully as they can to the mandate of law, court decision, or the pressure of faculty organizations. A few discover that they can "make it work for [them], not against [them]" (Fryer, 1976, p. 5). Some even look on the contract as an administrative device to secure accountability of faculty in matters relating to workload responsibilities, teaching improvement, control of work rules, and restraints on moonlighting. For them the union bureaucracy becomes an arm of administration by providing "a means of establishing more discipline of the faculty" (Weston and Others, 1978, p. 91).

A more moderate assessment looks on collective bargaining as a conservative process that tends to "restrict both sides" while conceding that it eliminates "past informal practices and procedures . . . . Genuine collective bargaining . . . can result in a contract that anticipates institutional problems and establishes procedures for dealing with them." Except in salaries and fringe benefits, and to a lesser extent in teaching loads, they contend that collective bargaining rarely goes "far beyond current practice" (Westor and Others, 1978, pp. 91, 95). It is a *status quo* document.

Whatever the views, rationalizations or motives of administrators, the "choice between union representation and no collective bargaining is the faculty's" (Naples, 1973, p. 12). Moreover, a management victory in one year does not assure freedom from another struggle in the next year; a faculty victory is rarely reversed in succeeding years.

## Effects

Collective bargaining changes an informal faculty-administration relationship of unequals into a formal relationship of more nearly equal parties. For the contract is always the product of negotiation between equals, unlike the policy memorandum which is administratively prepared with or without faculty participation and usually administratively interpreted. According to the Chancellor of Tarrant County Community College District (Texas) "presidents have always faced pressures from faculties but rarely on a comparable basis." Collective bargaining "is a new experience" in faculty-administrator relationships (Rushing, 1976, p. 32).

In addition to the change in management-employee relationships collective bargaining induces an internal change among management personnel (Duryea and Fisk, 1976). In one way or another all levels of management are affected to the extent that administrators are constricted not only by the necessity of dealing on an equal basis with the representatives of the faculty but also by the ever greater intrusion in policy- and decision-making by the executive, legislature, judiciary. Collective bargaining "is a serious business that [results] in legally enforceable obligations . . . that [supersedes] all institutional policies and practices" (Naples, 1973, p. 5), often even state laws.

Because many policies and procedures are spelled out in detail in the contracts, administrators may be reduced to ministerial functionaries carrying out the decisions made during the negotiations. While faculty are gaining in the governing process, administrators are losing ground. Every contract results or appears to result in more concessions to the faculty, usually in restrictions on management's prerogatives through such clauses establishing seniority rules on class scheduling, summer

session, evening class assignments, and reduction in force; detailing salaries, fringe benefits, workloads; methods of selecting chairpersons and new faculty members. Management gains some leverage during periods of financial stringency, when it is able to freeze salaries, cut the teaching staff (usually part-time and nontenured), increase class loads, and, less frequently, increase weekly-hour loads. However, once a concession has been granted it is extremely difficult to remove it in a later contract.

The grievance procedure, included in nearly all contracts, acts as a further constraint on management. Employee grievances are no longer settled *ex parte;* they are subject to strict rules. In serious cases the employee has a representative to plead his case and the employee organization has the right of appeal to a labor relations board, arbitration panel, or the court as provided by law or contract. Management may also use the grievance procedure but so far it has used it sparingly; the returns from use of the procedure rarely equal the time and cost.

This transformation, from administrator to minister, is most pronounced in areas dealing with salaries, working conditions and welfare provisions. For some faculty representatives the ideal situation is to extend it to all areas of administration. In 1963 Schloming, an official of the American Federation of Teachers, wrote: "Two groups in higher education make policy — the Board and the faculty. It is the function of administration to implement policy, not to make it. A good administrator under such a system is the servant of the faculty and not its director. He executes policy as it is formulated."

Despite constraints on management prerogatives there are many ways in which an administrator operating under a contract can exert influence on the course of events. The administrator can demonstrate leadership in improving the quality of teaching, staff development, curriculum changes, student admission, and many other areas. Though the budget is largely predetermined by salaries and fixed costs its preparation and its implementation is still under administrator control.

One area in which management prerogatives are still intact is in the selection of administrators. In a study of 21 collective bargaining agreements Mortimer and Lozier found no mention of appointment of academic dean in 18; one requires notice of vacancy before the selection process is started, and the other two have provision for representation by a review committee. Except for the provision that the Board's final decision is to be explained in writing if requested by the committee, the authority of the Board remains unimpaired (Mortimer and Lozier, 1972). In a similar survey of the selection process in 11 colleges Kiernan and Daniels reported "that the day when the faculty selects deans has not yet arrived" (1973, p. 94).

After reviewing the collective bargaining experiences of eight states Weinberg came to the conclusion "that collective bargaining has not generated any radical changes in the formal, structural relationships within the various educational systems" (1976, p. 100). However, status of department chairpersons has caused difficulty. In the contracts studied by Mortimer and Lozier (1972) mention of department chairpersons appeared in 11. The method of appointment involved the selection by the dean, president or board from one or more candidates elected or recommended by the department faculty members.

More important is the status of department heads as members of the employee or management unit. Freimuth, a division chairperson, considers the exclusion of the department heads in the employee unit as "the most desirable alternative" but this must be done "systematically by statute and bargaining agreement" (1975, p. 64). Freimuth's views correspond to those of management. Many department and nearly all division heads are excluded from the employee bargaining unit. The movement toward division organization (grouping of departments) and the assignment of administrative titles and administrative salaries to division heads is management's way of removing the issue from bargaining.

### Negotiations

Except for those in the top ranks, administrators have limited influence in the negotiating process. Although opinions differ on the ideal size and on the composition of the negotiating team, the number of administrators who serve is limited. The Minnesota team of 7, representing 18 colleges, included 2 deans and 2 presidents (Helland, 1975). At the other extreme the Hawaii team of 5 representing the University and the community colleges included no campus personnel (Lau and Mortimer, 1976). Some experts (Mathews, 1975; Grede, 1975) think that "the [management] team should not include [a board member], the president or any administrator who has direct responsibilities for working with faculty in educational matters" (Mathews, 1975, p. 40), while Helland of Minnesota feels "the presence of faculty members [on the employee team], administrators, and board members has lent credibility to the bargaining process that would have been less evident if only professional negotiators had been involved" (1975, p. 83). Murton (1975) in his study of presidents and board chairpersons of 25 Michigan community colleges found that 3/5 of the board chairpersons perferred that the president be a Board Agent but less than half the presidents preferred this role. However, 72 percent acted as Board Agent during collective bargaining.

In multicampus districts and in state systems with a single contract for all units of higher education community college top administrators tend to assume limited participation on negotiating teams. According to Duryea and Fisk, in New York they "have no direct input and little apparent influence upon the bargaining decisions" (1976, p. 39). Apparently the same could be said of community college administrators in Alaska where the team consisted of the systemwide vice president for finance, the university attorney, the provost of the southeast region and an assistant dean of a college (Emmet, 1976).

Where the chief administrator delegates responsibility for negotiation to a campus administrator, such as the business manager, there is the risk of developing dual leadership. This is less likely if an outside expert is hired as the chief negotiator. In either case the chief administrator must exercise a good deal of vigilance and supervision of the negotiating team in pre-bargaining

sessions and during negotiations.

To achieve more representation of different levels of administration in the collective bargaining process, chief administrators are conducting staff development programs and creating committees that help shape strategies for the negotiating team and provide support during the negotiations. For example, in Hawaii a community college administrator served on a 5-member support staff group, and other campus administrators served on committees (Lau and Mortimer, 1976); in New York twelve subject matter committees that included campus representatives were organized to analyze demands and recommend responses in areas such as "salary . . . , governance, and management" (Naples, 1973, p. 12); and in Alaska a strategy and policy team of 10 included a director, a dean and an assistant dean from the community colleges (Emmet, 1976). For the lower level management personnel these provide a moderate amount of participation.

Middle-management administrators at El Camino College indicated "no sureness or unanimity that they were sufficiently knowledgeabie about or comfortable with their new roles in the bargaining process" (Kers-tiens, 1977, p. i). Neither did they think that their roles would be significantly altered by collective bargaining. This may reflect the condition that they were not deeply involved in the decision-making process before the advent of collective bargaining.

### Bargaining For Administrators

The deterioration of middle-management influence plus the improvement of the faculty position through collective bargaining has caused middle-managers to seek benefits through collective bargaining. In Michigan, administrators who do not have an "effective voice in the formulation of policy [may] organize and bargain collectively regarding their own wages, hours and conditions of employment" (Howe, 1976, pp. 9-10). California supervisory employees may engage in collective bargaining provided they are not "represented by the same employee organization as employees whom the supervisory employees supervise" *(Senate Bill No. 160,* 1975, Chapter 961).

Some collective bargaining agreements involving academic administrators have been negotiated in Michigan (Schoolcraft Community College District, 1973) and New York (McHugh and O'Sullivan, 1971). More common are handbooks or memorandums (especially in California) compiled by management committees working with the superintendent's office and formally approved by the governing board. The handbook, which often contains grievance procedures, is for management what the contract is for the faculty (Dondero, 1979). In a statewide questionnaire sent to deans, business managers, and library directors by a Washington legislative task force 29 of the 70 respondents favored bargaining; 15 favored being included in a faculty bargaining unit (Washington State Legislature, 1973). Incidentally, non-academic supervisors are less reluctant to engage in collective bargaining (Dondero, 1979).

Although there is no ground swell toward collective bargaining for administrators the various efforts for recognition are cause for concern by top management at the campus and at the district level. The danger exists that mid-management personnel who engage in some form of collective bargaining may transfer their sympathy, if not loyalty, to the employee group.

Begin and Others (1977) suggest that top management close relations with personnel on labor relation matters and keep staffs informed on the contents of contracts and the consequences for their jobs. They also recommend that mid-level managers form a subgroup to focus on concerns specific to its members.

### Outside Intervention

Collective bargaining is accentuating the trend toward greater state control by increasing "the authority of the state executive branch in all matters subject to negotiation" (Lau and Mortimer, 1976, p. 75). In addition, state law circumscribes the authority of negotiators in financial matters by requiring approval of cost items or salary. This process is as evident in states with local control and individual college contracts as in state systems with one contract for all colleges. Governors, legislators, employee relations boards, fact-finding or arbitration panels, courts, even mayors in some cities are becoming so involved in collective bargaining negotiations and contracts that one side or the other has become dependent upon them. Often consultations during collective bargaining sessions are held with one or more of these individuals or agencies (Begin, 1976).

A direct intrusion is the requirement that a state official, e.g., the Minnesota Commissioner of Personnel or his representative, be a member of the negotiating team (Helland, 1975). In New York the Office of Employee Relations (OER), an executive agency that assists the governor, "has assured a . . . potentially powerful role for the state" (Duryea and Fisk, 1976, p. 30). Where a college district is coterminous with the city boundaries — Chicago, New York, Philadelphia — infringements on management prerogatives often come from the mayor (Johnson and Gershenfeld, 1976). In Chicago, for example, Mayor Daley forced management to accede to a 12-weekly hour teaching load in 1968 (Grede, 1968) and in 1978 Mayor Bilandic pressured it to recede from its demand for a return to the 15-weekly hour load (Possley and Fisher, 1978).

Some aspects of public service collective bargaining tend to tilt the balance of power toward the employees during negotiations and in the later interpretations of the contract. Management is placed at a disadvantage in negotiations in colleges where board members have been elected with the active support of teacher organizations and/or are members of such organizations. More remote, but effective nevertheless in gaining favorable treatment, is the support teacher organizations give to candidates for governor and legislature — individuals who, if elected, play a major role in the appointment of members of employer relations boards, fact-finding or arbitration panels, and judges, and in providing appropriations for salary and fringe benefits. Before collective bargaining the "end-run" tactic of appealing to the legislature or governor when faculty encountered administrator resistance resulted in such benefits as tenure, minimum salaries, sabbatical, retirement. However, it does not always follow that such tactics, even if successful, result in favorable treatment. Finan-

cial exigency or public attitude or independence of the elected and appointed officials may lead to action that favors a neutral or pro-management position.

## Conclusion

Collective bargaining is here to stay. There is no concerted drive to return to the days of paternalism. As Lieberman, a pioneer in the collective bargaining movement, contritely confessed in "Eggs That I Have Laid": "For better or for worse, we have institutionalized collective bargaining or something like it in most states" (1979, p. 419). He and others believe it is wise to "prepare [for collective bargaining] before it becomes a reality" (Rushing, 1976, p. 50).

However, not all colleges will be organized. Some are too small to be worth the effort of the teacher organizations; others are in right-to-work states where the climate is unreceptive to collective bargaining and others have faculty that oppose collective bargaining. Within the next five years about 50 percent of the colleges will be operating under collective bargaining contracts. Since these colleges include those with the largest staffs, the contracts will cover about 75 percent of the faculty.

Collective bargaining has not destroyed collegiality or what was called collegiality. Academic senates or faculty associations are still functioning, albeit with certain restrictions imposed by collective bargaining agreements. According to Weston and Others, collective bargaining may be improving collegiality because "the very existence of . . . outside decision makers" acts as "an incentive to resolve problems within institutions, because both parties have reason to fear solutions imposed by [outsiders] . . . not familiar with the mores and needs of the institution" (1978, p. 93).

Neither can collective bargaining be blamed or credited for the failure or success of administrators. John Corson observed years before collective bargaining how meager is our knowledge of "how presidents, deans, and faculties work, or do not work, together . . . [or] why one president can persuade and lead a faculty toward educational progress . . . [and another] cannot prevail alone or . . . is not capable of leading" (1960, p. 117; see also Kemerer and Baldridge, 1975-76).

Most administrators are making adjustments to the new order brought about by collective bargaining, or withdrawing by early retirement or resignation. As administrators who started their careers under collective bargaining reach the top the accommodation will be smoother. The internal administrative relationships are already taking place; subadministrators are adjusting to a ministerial type of management with clearly defined responsibilities in the areas of the collective bargaining agreement.

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## JUNIOR COLLEGE RESOURCE REVIEW REINSTATED

As some of the readers may recall, from 1967 to 1972 the Clearinghouse published the serial, *Junior College Research Review*. This publication was a four-page literature review with an extensive bibliography on relevant topics in community college education. This year sees the return with the same mission but a new name, *Junior College Resource Review*. Those *Reviews* currently available from the Clearinghouse are listed:

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